



UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

CHAMBERLAIN LOUISVILLE, LLC,

Plaintiff,

-against-

HUA LIN, d/b/a  
ASIAN BUFFET GROUP,

Defendant.

07-CV-8153 (DAB/FM)

**[PROPOSED FORM OF]**  
**JUDGMENT BY DEFAULT**

Plaintiff Chamberlain Louisville LLC ("Chamberlain") commenced this action against defendant Hua Lin ("Lin") on September 18, 2007 by filing a Summons and Complaint against Lin. Chamberlain served a copy of the Summons and Complaint upon Lin by both affixing and mailing true and correct copies of the Summons and Complaint to Lin's address pursuant to Federal Rule of Civil Procedure 4(e)(1) and New York Civil Practice Law and Rules Section 308. Proof of such service thereof was filed with this Court on October 8, 2007. Defendant having not answered the Complaint, and the time for answering the Complaint having expired, it is hereby:

ORDERED, ADJUDGED AND DECREED that Plaintiff Chamberlain have judgment against Defendant Lin as follows:

- (1) \$378,281.55, constituting the sum of: (a) \$35,096.55 in outstanding rent as of the date this action was commenced; (b) \$65,460.00 in treble damages resulting from the removal of \$21,820.00 worth of items from the leased premises pursuant to Ind. Code §§ 34-24-3-1 and 35-43-4-3; and (c) \$277,725.00 for the remaining value of the lease as of the date this action was commenced; and

- (2) \$17,951.56, constituting attorneys' fees and costs pursuant to Article 20(E) of the Retail Lease Agreement; and
- (3) Late charges and interest at a rate of 18% per annum from February 15, 2007, the fifteenth day following the date of the first missed rental payment, until the date this Judgment is satisfied in full pursuant to Article 20(G) of the Retail Lease Agreement.

Dated: New York, New York

July 9, 2008

*The Clerk of Court is hereby directed  
to close the docket in this case.*

*Deborah A. Batts*

The Honorable Deborah A. Batts  
United States District Judge